

March 25, 2015

Eric H. Burns
Withered Burns, LLP
8 N. 3rd Street, Suite 401
P.O. Box 499
Lafayette, Indiana 47901

Dear Eric,

Please find enclosed the executed Grant of Greenway Easement. Please send a copy of the document to my attention following its execution and recording by the City.

Please don't hesitate to call with any questions.

Regards,



Adrian S. Allen

Director of Facilities Contracting and Associate Counsel Business and Financial Affairs

Prop. No. (State Id. No.): 79-06-24-400-001.000-023
Alt. Prop. No. (Key No.): 134-07400-0324
Last Transfer: Deed Record 191, Page 388

GRANT OF PERMANENT GREENWAY EASEMENT

THE TRUSTEES OF PURDUE UNIVERSITY ("Grantor"), a body corporate created and existing under the laws of the State of Indiana, in consideration of the covenants herein, the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt whereof being hereby acknowledged, DOES GIVE, CONVEY, AND GRANT unto the CITY OF WEST LAFAYETTE ("Grantee") of Tippecanoe County, State of Indiana, the following permanent and perpetual, non-exclusive easement and right to install, repair, maintain, alter, and operate a greenway trail ("Greenway Easement") in, into, upon, over, across, and under a certain strip of real estate more particularly described in EXHIBIT A, and shown on EXHIBIT B, both of which are attached hereto and made a part hereof (the "Greenway Easement Area") subject to the terms and conditions of this Grant of Permanent Greenway Easement (the "Grant").

This Grant is subject to any and all existing easements, rights-of-way, and other restrictions of record.

The Greenway Easement shall be governed by the following terms and conditions:

- a. Nature of the Greenway Easement; Assignment. The Greenway Easement granted under this Grant is in gross and shall not run with any other land. The Greenway Easement may be assigned by Grantee only to the West Lafayette Board of Parks and Recreation, the Tippecanoe County Board of Parks and Recreation, the West Lafayette Redevelopment Commission, or the West Lafayette Redevelopment Authority (each of which is considered "Grantee" for purposes of this Greenway Easement). Assignment shall not relieve Grantee of any obligations as Grantee hereunder. Grantor's rights are reserved to Grantor, and its successors and assigns, as owner of the real estate subject to the Greenway Easement and of which the Greenway Easement Area is a part (the "Real Estate").
- b. Grantee Improvements. Grantee, its successors and assigns, (collectively, Grantee and its successors and assigns are referred to herein as "Grantee") may install, operate, and maintain a "greenway" within the Greenway Easement Area, including the following improvements:

landscaping (including shrubs, flowers, trees and grass, whether cultivated or native to this area), a paved or unpaved path of approximately twelve (12) feet in width, signs of a maximum size each as provided by the AASHTO Bikeway Guidelines, fencing, surface drainage improvements, bridges, lighting, safety features, and any related or similar improvements (collectively, the "Grantee Improvements"). The Grantee Improvements do not include underground utilities, drainage facilities, or other improvements installed by Grantor or any utilities, their agents and assigns, or any combination thereof (the "Grantor Improvements"). At the request of Grantor, Grantee shall provide fencing where appropriate, subject to Grantor's approval, to control encroachment of the use of the Greenway Easement Area on the other areas of the Real Estate. Should Improvements by Grantor necessitate the additional fence installation, the cost of said fence shall be borne by the Grantor. Before any reconstruction within the Greenway Easement by Grantee, its agents, or assigns, Grantor shall review and approve any construction plans for such construction or reconstruction within the Greenway Easement. Any construction or reconstruction of the Grantee Improvements by Grantee shall include restoration of any disturbed Grantor Improvements.

- c. Use of the Greenway Easement Area by Grantee. The Grantee Improvements are to be constructed and operated by Grantee, at its sole expense, solely for hiking, non-motorized bicycling, cross-country skiing, and similar uses, but excluding use by any motorized vehicles whatsoever except as otherwise provided in this Grant. The Grantee Improvements may be used by persons with disabilities using motorized personal mobility devices. Further, Grantee may use motorized vehicles operated by Grantee within the Greenway Easement Area for maintenance of the Greenway Easement Area and the Grantee Improvements, maintenance of Grantee's sanitary sewer line along the same route, and emergency response action within the Greenway Easement Area.
- d. Maintenance of the Grantee Improvements. Grantee shall maintain the Greenway Easement Area in a clean, safe, and orderly condition, including adequate trash collection, removal services, and facilities. Further, Grantee shall maintain the Grantee Improvements in the Greenway Easement Area (without limitation, mowing and weeding during growing seasons; and repaving the paved path). Any maintenance of the Grantee Improvements by Grantee shall include restoration of any disturbed Grantor Improvements.
- e. Use of Greenway Easement Area by Grantor. Grantor reserves the right to use the Greenway Easement Area for any purpose not expressly prohibited or inconsistent with the Greenway Easement granted under this Grant. No trailer houses, mobile homes, portable living quarters, or structures, including houses, sheds, barns, or similar structures, shall be placed within the Greenway Easement Area. Grantor or any utilities, their agents, and assigns, or any combination thereof, may use motorized vehicles for maintenance, repair, and replacement of any and all utilities and drainage facilities within the Greenway Easement Area and the adjoining lands of Grantor. No topsoil, sand, gravel, rock, or minerals shall be excavated or removed from the Greenway Easement Area or the adjoining lands of Grantor. No trees, shrubs, or natural flora shall be destroyed or removed from the Greenway Easement Area or the adjoining lands of

Grantor, except as may be incidental to the permitted use or for the removal of dead, diseased, or decayed trees or vegetation. Grantor may use the Greenway Easement Area for underground drainage or utilities that do not impair the use of the Greenway Easement. Grantor or any utilities, their agents and assigns, or any combination thereof, shall maintain the Grantor Improvements within the Greenway Easement Area. Any installation or maintenance of Grantor Improvements shall include restoration of any Grantee Improvements.

- f. Indemnification and Insurance. Grantee covenants and agrees to indemnify Grantor and hold Grantor harmless from and against all claims, actions, or judgments (and any expenses of defense if Grantee fails to defend upon written notice) for property damage, personal injury, or death suffered by any persons, resulting or alleged to have resulted from the operation or maintenance of the Grantee Improvements, or the use or occupation of the Greenway Easement Area by Grantee, or from the use thereof or presence thereon of any third person. Grantee agrees to furnish Grantor with certificates of public liability insurance in amounts of not less than Five Million Dollars (\$5,000,000) per occurrence, covering both Grantee and Grantor as an additional named insured. Grantor assumes no liability because of entry into or use of the Greenway Easement Area or the adjoining lands of Grantor, or both, and shall be held harmless for liability or expenses arising from the maintenance of the Greenway Easement Area and the Grantee Improvements, or the use of the Greenway Easement Area and the Grantee Improvements, or both.
- g. Mechanic's Liens. Grantee covenants and agrees to indemnify Grantor against, defend, and hold Grantor harmless from any mechanic's lien (and any expenses of defense if Grantee fails to defend upon written notice) asserted against the Real Estate or the adjoining lands of Grantor, or both, as a consequence of any work done by Grantee in connection with the Greenway Easement, and to promptly cause to be released any such lien if filed.
- h. Default. If Grantee at any time violates or is in default of any of its obligations or of any of the conditions, limitations, or restrictions of this Grant, Grantor (and any and all subsequent owners of the Real Estate and the adjoining lands) may give notice of such default or violation to Grantee, and if such default or violation is not cured within ninety (90) days after the notice, Grantor may also pursue any and all other remedies available at law or in equity.
- i. Notices. Notices under this Grant shall be deemed delivered upon personal delivery or upon mailing by certified mail, return receipt requested, by the United States Postal Service. Notice to Grantee shall be delivered to Grantee and any assignee of which Grantor has been previously notified in writing, at City Offices at Morton Community Center, 222 North Chauncey Street, West Lafayette, IN 47906. Notice to Grantor shall be delivered to Grantor at Hovde Hall, Room 247, 610 Purdue Mall, West Lafayette, IN 47907-2040.
- j. Relocation by Grantor. During the term of this Grant, Grantor, in its sole discretion, may request relocation of the Greenway Easement Area (providing connection to the same

terminating points) as required by the development or change of use of the Real Estate and the adjoining lands of Grantor. Such relocation shall be completed upon Grantor's request and at Grantor's expense, upon approval by Grantee, which shall not be unreasonably withheld. Such relocation shall include the replacement or relocation of all Grantee Improvements then installed by Grantee. If such relocation does not involve a relocation of Grantee's sanitary sewer line, Grantor must provide other similar and suitable means of access for maintenance of Grantee's sanitary sewer line. During the term of this Grant, the relocated area of the Greenway Easement Area shall have similar ending points so that it serves the same general locations.

- l. Plantings. Grantor reserves the right to plant, maintain, and replace trees from time to time along and in the Greenway Easement Area. Grantor shall determine the tree species and tree locations in the Greenway Easement Area, in consultation with Grantee.
- m. Counterparts. This Grant may be executed in one or more counterparts, each of which will be deemed an original copy of this Grant, and all of which, when taken together, will be deemed to constitute one and the same agreement.

The undersigned person executing this Grant on behalf of Grantor represents and certifies that the undersigned is a duly elected officer of Grantor, and has been fully empowered by proper Resolution or the By-Laws of Grantor to execute and deliver this Grant; that Grantor has full corporate capacity to make this Grant; and that all necessary corporate action for the making of this Grant has been duly taken.

IN WITNESS WHEREOF, the above-named Grantor, THE TRUSTEES OF PURDUE UNIVERSITY, a body corporate created and existing under the laws of the State of Indiana, has caused this Grant to be executed by its duly authorized officer this 24 day of March, 2015.

GRANTOR:

THE TRUSTEES OF PURDUE UNIVERSITY
a body corporate created and existing under the laws of the
State of Indiana

By: William E. Sullivan
William E. Sullivan
Treasurer

GRANTEE ACCEPTS AND AGREES:

CITY OF WEST LAFAYETTE
BY ITS BOARD OF PUBLIC WORKS AND SAFETY

By: _____
John R. Dennis, Mayor
President

By: _____
Sana G. Booker
Member

By: _____
Brooke E. Folkers
Member

By: _____
Tanuja R. Sheth
Member

By: _____
Jonathan C. Speaker
Member

ATTEST:

By: _____
Judith C. Rhodes, Clerk-Treasurer
Clerk of the Board

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, the undersigned, a Notary Public in and for said County and State, this 24th day of March, 2015, personally appeared THE TRUSTEES OF PURDUE UNIVERSITY, a body corporate created and existing under the laws of the State of Indiana, by William E. Sullivan, its Treasurer, who acknowledged the execution of the foregoing Grant for and on behalf of Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Signature: Sally Gramelspacher
Printed Name: Sally Gramelspacher
Notary Public

County of Residence: Tippecanoe

My Commission Expires: 3/28/18

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STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 20____, personally appeared John R. Dennis, as President, Sana G. Booker, Brooke E. Folkers, Tanuja R. Sheth, and Jonathan C. Speaker, as Members, and Judith C. Rhodes, as Clerk of the Board, of the WEST LAFAYETTE BOARD OF PUBLIC WORKS AND SAFETY, who acknowledged the execution of the foregoing Grant for and on behalf of Grantee, and who, having been duly sworn, stated that the representations therein contained are true.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Signature: _____

Printed Name: _____
NOTARY PUBLIC

County of Residence: _____

My Commission Expires: _____

This document was prepared by: Marianne Mitten Owen, Esq., of the firm of STUART & BRANIGIN LLP, 300 Main Street, Suite 900, P.O. Box 1010, Lafayette, IN 47902-1010. Telephone: (765) 423-1561. E-Mail: mmo@stuartlaw.com. Attorney No.: 16161-53.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (Marianne Mitten Owen).

Mail this Grant following recording to Grantee at its principal business address: Judith C. Rhodes, Clerk-Treasurer, CITY OF WEST LAFAYETTE, Morton Community Center, 222 North Chauncey Street, West Lafayette, IN 47906.

NOTE: THE FILING OF A SALES DISCLOSURE FORM 46021 (R 8/7/08) IS NOT REQUIRED IN ORDER TO RECORD THIS INSTRUMENT BECAUSE THIS IS A GIFT, CONVEYANCE, GRANT, AND/OR ASSIGNMENT OF AN INTEREST IN REAL PROPERTY FOR NO CONSIDERATION BEYOND NOMINAL CONSIDERATION RECITED IN THIS DOCUMENT.

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EXHIBIT A
LEGAL DESCRIPTION OF THE GREENWAY EASEMENT AREA

Part of the Southeast Quarter of Section 24 Township 23 North, Range 5 West of the Second Principal Meridian, Tippecanoe County, Indiana, crossing the lands of the Trustees of Purdue University whose deed was recorded in Deed Record 191, page 388 in the office of the Recorder of Tippecanoe County, Indiana; described as follows:

Commencing at the Southwest Corner of said Quarter Section; thence along the west line of said Quarter Section North 00 degrees 31 minutes 26 seconds West 446.41 feet to the north line of State Highway #231 Project #NH-081-6(019) 10/27/2005 and described in Document #201010006720 in the office of the Recorder of Tippecanoe County, Indiana, and the Point of Beginning, the next two courses are along said north line; 1) thence South 86 degrees 29 minutes 26 seconds East 186.38 feet; 2) thence North 89 degrees 34 minutes 37 seconds East 639.76 feet to the west line of Airport Road as described in Document #2010006720 and Deed Record 76 page 2307 in aforesaid Recorder's office, the next four courses are along said west line; 1) thence North 11 degrees 20 minutes 43 seconds East 80.43 feet; 2) thence North 01 degrees 02 minutes 47 seconds East 246.14 feet; 3) thence North 18 degrees 55 minutes 04 seconds East 27.82 feet; 4) thence North 00 degrees 25 minutes 23 seconds West 379.72 feet; thence parallel with the south line of said quarter section South 89 degrees 27 minutes 48 seconds West 41.74 feet; thence South 00 degrees 13 minutes 51 seconds East 372.32 feet; thence South 00 degrees 54 minutes 58 seconds West 236.72 feet to the point of curvature of a curve concave westerly having a radius of 167.50 feet, the radius point of said curve bears North 89 degrees 05 minutes 02 seconds West; thence southerly along said curve a distance of 52.93 feet to the point of compound curvature with a curve concave northwesterly having a radius of 67.50 feet, the radius point of which bears North 70 degrees 58 minutes 44 seconds West; thence southwesterly along said curve 29.46 feet to a point that bears South 45 degrees 58 minutes 16 seconds East from the radius point, said point being on the northerly line of a Sanitary Sewer Easement as described in Document #201111010896 in said Recorder's office, the following two courses are along said north line; 1) thence South 89 degrees 59 minutes 22 seconds West 449.15 feet; thence North 86 degrees 23 minutes 32 seconds West 335.93 feet to the west line of said quarter section; thence along said west line South 00 degrees 31 minutes 26 seconds East 59.13 feet to the Point of Beginning containing 69,090.93 square feet (1.59 Acre), more or less.

EXHIBIT B
DRAWINGS OF THE GREENWAY EASEMENT AREA

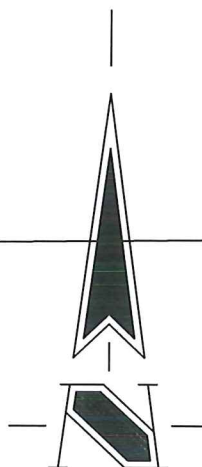
(See attached drawing.)



THE SCHNEIDER CORPORATION
1330 WIN HENTSCHEL BLVD, SUITE 260
WEST LAFAYETTE, IN 47906-4156
TELEPHONE: 765.448.6661
FAX: 765.448.6665
www.schneidercorp.com

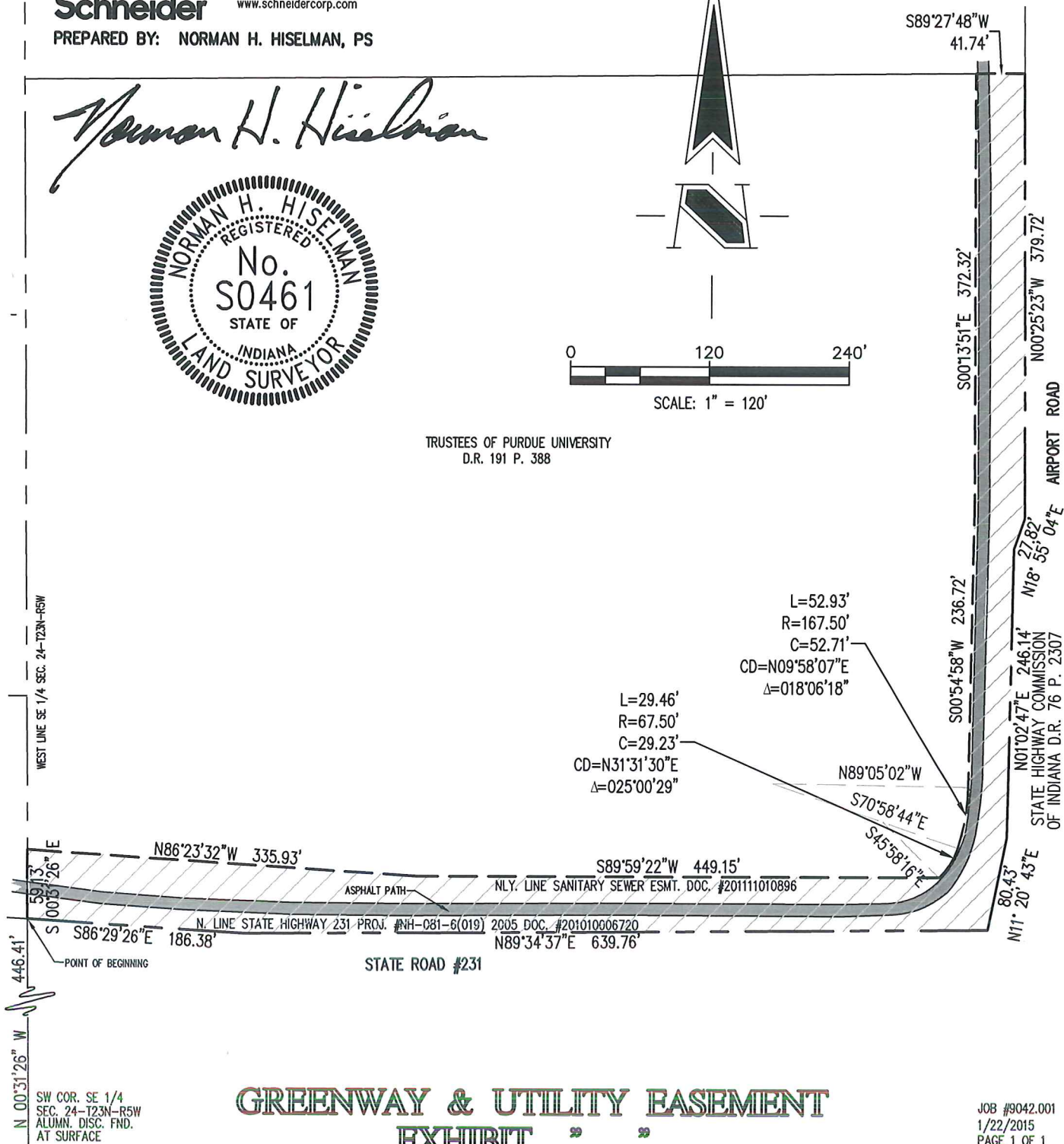
PREPARED BY: NORMAN H. HISELMAN, PS

Norman H. Hiseleman



SCALE: 1" = 120'

TRUSTEES OF PURDUE UNIVERSITY
D.R. 191 P. 388



GREENWAY & UTILITY EASEMENT EXHIBIT

JOB #9042.001
1/22/2015
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